



AGENDA

Special Call

Community Redevelopment Agency (CRA) Meeting

Wednesday, February 21, 2007 at 7:30 p.m.

Lake Park Town Hall

535 Park Avenue

Paul Castro	— Chair
Edward Daly	— Vice Chair
G. Chuck Balius	— Board Member
Jeff Carey	— Board Member
Patricia Osterman	— Board Member
Christiane Francois	— Board Member
Michelle McKenzie-Suiter	— Board Member
Maria V. Davis	— Executive Director
Vivian Mendez	— Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. ADDITIONS/DELETIONS-APPROVAL OF AGENDA

E. DISCUSSION AND POSSIBLE ACTION:

- | | |
|------------------------------------------------------------------------------------------|--------------|
| 1. Special Call CRA Meeting Minutes of June 19, 2006. | Tab 1 |
| 2. CRA Workshop Meeting Minutes of August 2, 2006. | Tab 2 |
| 3. Professional engineering services for the design of documents for alleyway project. | Tab 3 |
| 4. Professional engineering services for the construction phase of the alleyway project. | Tab 4 |

F. ADJOURNMENT

TAB 1

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: February 19, 2007

Agenda Item No.

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SUBJECT: CRA Meeting Minutes of June 19, 2006.

RECOMMENDED MOTION/ACTION: Approve the minutes from the CRA Meeting of June 19, 2006.

Approved by Town Manager _____ **Date:** _____

Vivian Mendez
 Name/Title

1/11/07
 Date of Actual Submittal

Originating Department: 	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments:
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <i>vm</i> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.		

Summary Explanation/Background:

Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Meeting
June 19, 2006 7:30 p.m.
Town Commission Chambers, 535 Park Avenue

The Community Redevelopment Agency met for the purpose of a Regular Community Redevelopment Meeting on Monday, June 19, 2006 at 7:30 p.m. Present were Mayor Castro, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, and Town Clerk Vivian Mendez.

Mayor Castro led the Pledge of Allegiance.
Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Discussion of appointing two (2) CRA board members was added to the agenda.

**Motion: A motion was made by Commissioner Balius to approve the agenda as amended;
Commissioner Carey made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Approval of Minutes:

CRA Board Meeting minutes of October 17, 2005.

Public Comment Open.

None

Public Comment Closed.

**Motion: A motion was made by Vice-Mayor Daly to approve the Meeting Minutes;
Commissioner Balius made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other

Commissioner Balus	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

DISCUSSION AND POSSIBLE ACTION

Review Park Ave Alleyway final plan including Landscape Improvements.

Mayor Castro expressed his concern that property owners made aware of what was being done to improve the alleyways. Town Manager Paul Carlisle explained that property owners would be notified and several public hearings would be held to assured that property owners had an opportunity to be heard. Town Manager Paul Carlisle explained that a conceptual cost break-down had been included to let property owners know what the expected cost are going to be per parcel of property, some parcels are more significantly priced than others. Town Manager Paul Carlisle stated that there are some property owners awaiting this project to be completed, for example Park Avenue Barbeque.

Town Manager Paul Carlisle explained that two (2) items were being added to the original plan: 1) lighting and landscaping in the islands, 2) garbage enclosures. The cost had been re-established, the only increase was the cost of the concrete. The concrete barrier wall cost had increased from \$120.00 to between \$180.00 - \$200.00. Town Manager Paul Carlisle stated that the Community Development Director Patrick Sullivan prepared a packet outlining the projects current status and what was still needed to complete the project. Town Manager Paul Carlisle stated that Joe Peterson from Calvin Giordano was also available to answer any questions.

Mayor Castro inquired about the amount of dumpster in the alleyway, were that may really necessary. Town Manager Paul Carlisle explained that the amount of garbage was massive for some business who get collected five (5) days a week.

Town Manager Paul Carlisle explained that the plan was to have the dumpster enclosure closest to the building and roll out plastic garbage bins that the business owner can wheel to the curb for regular collection, creating a healthier environment.

Mayor Castro inquired about the materials for the enclosure. Town Manager Paul Carlisle stated that CBS block, banding and columns would be used. The Park Avenue Downtown District (PADD) code requires that the dumpsters meet the architects design, which means it had to be a stucco banded style dumpster enclosure with covered front.

Mayor Castro inquired about the cost. Town Manager Paul Carlisle stated that the cost would be about \$5,000.00 each because there are two walls and a gate. Mayor Castro verified that only the commercial property owners would pay. Town Manager Paul Carlisle agreed. The business owners that would have the enclosure installed would pay.

Joe Peterson of Calvin Giordano showed the Board a poster board that showed the enclosure with a steel frame for durability, which would prevent rusting.

Town Manager Paul Carlisle stated that the dumpster enclosures would be installed along the building, to prevent blocking the alleyway.

Vice-Mayor Daly inquired on the number of dumpster enclosures. Town Manager Paul Carlisle stated that there would be about 19-20 dumpster enclosures, each enclosure holding two (2) dumpsters. Commissioner Osterman asked if Public Works would be able to provide service. Town Manager Paul Carlisle stated that it would be a combined effort between the business owner and the Public Works department. The business would be responsible to roll the light weight plastic dumpster out for Public Works to dump and then the business would roll the dumpster back inside.

Commissioner Balias stated that the plastic dumpsters appear to last longer than the metal. Mayor Castro reviewed the changes that were made to the original plan and its changes. Town Manager Paul Carlisle included that the change in cost was the reason this item was back for Board review.

Town Manager Paul Carlisle referenced the assessment map for the Board. Commissioner Balias inquired about the timeframe before the project starts. Town Manager Paul Carlisle stated the timeframe was about October, 2006. There would be several public hearing held for residents and business owners to attend.

Community Development Director Patrick Sullivan explained the process for moving the project forward, including an assessment process for both the alleyway improvements and the walls. Commissioner Balias questioned the method in which the property owners would be charged for these projects. Patrick Sullivan explained the four (4) types of properties that abut the alleyways and walls as follows:

- 1) Single family are exempt from any assessments.
- 2) Multi family would pay 50% of their frontage to the wall, there are no alleyway.
- 3) Commercial buildings that abut another commercial building do not pay for any wall.
- 4) Commercial buildings that had a multifamily behind it, the multifamily pays a percentage of the wall, whatever the frontage.

Community Development Director, Patrick Sullivan began by explaining the alleyway improvements for Commercial properties. The assessments would be on the tax bills, over 30 years depending on the percentage the property owner owed.

Community Development Director, Patrick Sullivan explained that the walls calculation was completely different because its measured by length. The wall was approximately 395 feet at which \$200.00 a foot was charged, \$100.00 was charged for the assessment. The Town Code gave specific criteria of which property owners would need to have the wall build and charged.

Commissioner Carey inquired about the Town's contribution to this project. Mayor Castro stated that the wall had not been maintained in the past and property owners would be responsible to contribute to the project. The CRA would provide the funds to assist with the over all cost. Town Manager Paul Carlisle explained that the CRA currently had set aside \$75,000.00 for landscaping of Park Avenue. Landscaping through 10th Street would be funded from the \$60,000.00 set aside. The CRA total funded budget was \$212,000.00. Town Manager Paul Carlisle recommended using some of the balance funds toward the project, but not all of the remaining funds.

Town Manager Paul Carlisle stated that the largest cost of this project would be the drainage, and landscaping. The Town would not be able to reassess if the project cost more than budgeted, but the Town could borrow more money to offset the cost.

Vice-Mayor Daly inquired about the phasing process in bidding for this project. Town Manager Paul Carlisle stated that the Town would piggy-back off the State contract, the same was done for the Marina asphalt project.

Mayor Castro suggested starting the project with \$75,000.00 to ensure that the funds are available. Commissioner Balias inquired about feedback from property owners. Town Manager Paul Carlisle explained that some business owners have inquired about the project. Park Avenue Barbeque was awaiting this project for the reopening of their restaurant.

Vice-Mayor pointed out that the longer it takes to begin the project the more it would cost.

Community Development Director Patrick Sullivan explained the process to get the project started as follows: Having a Resolution from the Town Commission approving such project, advertising for a month, and notice to property owners of the effected area. Mayor Castro stated that he would not feel uncomfortable having a Resolution created for this project until completed. Town Manager Paul Carlisle explained that it was necessary to follow all the criteria set for assessments. It was not necessary to have a Resolution done before conducting a workshop of the project. Town Manager Paul Carlisle explained that to begin the assessment process a Resolution was necessary. Mayor Castro explained that conducting a workshop before creating a Resolution allows property owners the availability to be heard, otherwise the property owner might feel that the project was a done deal.

Town Manager Paul Carlisle was directed by the CRA Board to set up a Special Call CRA Workshop before a Regular Commission Meeting in July.

Commissioner Osterman expressed concern with the CRA Board workshop being conducted before a Regular Commission meeting, should any changes need to be conducted, would the item be deferred to further discuss with property owners. Mayor Castro explained that should the Commission prefer to defer the item for further discussion or action, it could be done. Property owners would be heard and their input would be considered.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Daly to approve the plan as modified and proceed forward with a CRA workshop and a Regular Commission meeting to adopt the Resolution; Commissioner Balias made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balias	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor			

Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Discussion of expanding scope of alleyway improvements to other areas of the CRA District.

Commissioner Osterman expressed concern with the wall behind the Texaco Gas Station on 10th Street. The wall was recently replaced, at the owners expense, and now the wall would be different than the wall the board was approving to be installed. Commissioner Osterman felt that the permit should had been held since this project was being proposed. Town Manager Paul Carlisle stated that the property owner would not be asked to pay for another wall to be placed. Mayor Castro stated that the owner should not had been allowed to conduct this replacement.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve the expanding scope of alleyway improvements to other areas of the CRA District; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Discussion of landscape improvements to 10th Street.

Town Manager Paul Carlisle explained the beginning of this project. Joe Peterson of Calvin Giordano reviewed the plans showing the medians with trees, landscaping, and lighting. Town Manager Paul Carlisle explained that with the funds set for this project would allow for only a few medians to be installed. The medians would be from 10th Street to just past the Texaco Gas Station.

Town Manager Paul Carlisle pointed out a new Welcome to Lake Park sign that would be installed with a flower bed below to plant annuals. This would replace the current Welcome sign on 10th Street.

Commissioner Balius reviewed the area for better understanding, the project would begin on Park Avenue and 10th Street to as far as \$60,000.00 would allow, possibly two (2) blocks.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve the landscaping improvements to 10th Street; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Recruitment of CRA Board members.

Mayor Castro asked for a status on the recruitment process for two (2) CRA Board members. Town Manager Paul Carlisle explained that the Town had advertised in the local paper, the Town's website and Channel 18.

Commissioner Balius suggested the CRA Board members go and talk to residents and business owners in the CRA district.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Vice-Mayor Daly and seconded by Commissioner Balius, and by unanimous vote, the meeting adjourned at 8:20 p.m.

Mayor Paul Castro

Town Clerk Vivian Mendez

(Town Seal)

Approved on this _____ day of _____, 2006

TAB 2

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: February 19, 2007

Agenda Item No.

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SUBJECT: CRA Workshop Meeting Minutes of August 2, 2006.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the CRA Workshop Meeting of August 2, 2006

Approved by Town Manager _____ **Date:** _____

James Shephard
 Name/Title *Deputy Clerk*

1/10/07
 Date of Actual Submittal

Originating Department: Finance	Costs: \$ N/A Funding Source: Acct. #	Attachments: Application, memo
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <i>ym</i> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. Yes I have notified everyone _____ OR Not applicable in this case <input checked="" type="checkbox"/> _____: Please initial one.	

Summary Explanation/Background:



Town of Lake Park
Special Call
Community Redevelopment Agency Meeting
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Workshop Minutes
Wednesday, August 2, 2006 7:30 p.m.

The Community Redevelopment Agency met for the purpose of a Special Call CRA Workshop on Wednesday, August 2, 2006 at 7:30 p.m. Vice-Mayor Daly, Commissioners Balius, Osterman, Carey and Town Clerk Vivian Mendez. Mayor Castro was absent.

Mayor Castro explained the purpose of the Regular Commission Meeting being scheduled after the Special Call Community Redevelopment Agency Workshop. Mayor Castro explained the purpose of the workshop was to discuss the alleyway improvement from 7th to 10th Street on Park Avenue, and the landscaping plans.

Vice-Mayor Daly led the Pledge of Allegiance.
Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None.

Motion: A motion was made by Commissioner Osterman to approve the agenda; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro			Absent

Motion passed 4-0.

ITEM FOR DISCUSSION

Recommend approval of Special Assessment Resolution.

Community Development Director Patrick Sullivan asked the CRA Board to forward the Special Assessment Resolution to the Commission.

Interim Town Manager Cynthia Sementelli explained that the CRA is recommending that the Special Assessment Resolution be forwarded to the Commission.

Motion: A motion was made by Commissioner Osterman to forward the Special Assessment Resolution to the Commission; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro			Absent

Motion passed 4-0.

Public Comment Opened:

None

Public Comment Closed:

CRA Workshop Meeting Minutes of July 19, 2006

Motion: A motion was made by Commissioner Balius to approve the CRA Workshop Meeting Minutes of July 19, 2006; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro			Absent

Motion passed 4-0.

CRA Emergency Bridge Loan

Interim Town Manager Cynthia Sementelli explained that the Emergency Bridge loan was implemented by the CRA Board last year. She recommended that the loan's deployment qualifications be changed from five (5) to two (2) employees.

Motion: A motion was made by Commissioner Carey to approve the changes to the CRA Emergency Bridge Loan; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro			Absent

Motion passed 4-0.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Commissioner Balias and seconded by Commissioner Carey, and by unanimous vote, the meeting adjourned at 7:38 p.m.

Mayor Castro

Town Clerk Vivian Mendez

(Town Seal)

Approved on this _____ day of _____, 2006

TAB 3

**Town of Lake Park Town CRA
Agenda Request Form**

Meeting Date: February 21, 2007

Agenda Item No.

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SUBJECT: Request authorization to expend \$34,390 for professional engineering services for the preparation of construction and permit documents relating to the Alleyway Project.

RECOMMENDED MOTION/ACTION: Move to approve

Approved by Town Manager

[Signature]

Date:

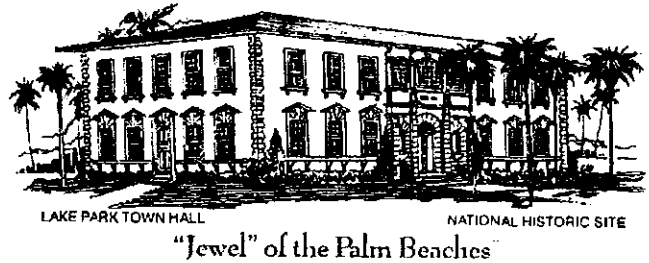
2/16/07

Name/Title	Date of Actual Submittal	
Originating Department: CRA Executive Director	Costs: \$34,390 Funding Source: CRA Funds Acct. #	
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

See Attached

*The Town of
Lake Park*
Office of the Town Manager



MEMORANDUM

To: Chair, Vice Chair and Members of the CRA Board

From: Maria V. Davis, CRA Executive Director *M. V. Davis*

Date: February 16, 2007

Subject: **Request Authorization to Expend \$34,390 for Professional Engineering Services for the Alleyway Project**

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Upon review of the construction drawings for the alleyway project, I found that the documents were prepared by two different firms. The civil and structural portions of the project were designed by Collum Engineering, Inc in 2004. The landscape portion of the project was designed by Calvin, Giordano & Associates, Inc. in 2006.

In my judgment, there was an inadequate amount of design information and specifications contained in the civil portion of the bid documents for the Town to receive a quality finished product. I presented my concerns to Mr. John Downs, Executive Vice President, of our consulting engineering firm, Calvin, Giordano & Associates. Mr. Downs reviewed the drawings and agreed that there was insufficient design and specification information on the documents.. Additionally, he found that a 12 year old survey was used to design the civil portion of the project. Given these findings, he concluded that bidding the project with the existing drawings would not be in the best interest of the Town.

Therefore, I requested a proposal from Mr. Downs to prepare appropriate construction and permit documents for the Rehabilitation of the Alleyway Project. The proposal outlining the scope of work and costs is attached.

Mr. Downs will be present at the CRA Board Meeting to answer any questions the Board may have.

In order for the project to proceed, I recommend authorizing the expenditure for design services in the amount of \$34,390. Funds are available in the CRA budget.

Attachment



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

February 13, 2007

Ms. Maria Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

RE: Town of Lake Park Alleyways
CGA Proposal No. 06-2748.15

Dear Ms. Davis,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Lake Park. Preparation of construction and permit documents for Rehabilitation of the Alleyway on the north side of Park Avenue from 10th Street to 9th Street and the Alleyway on the south side of Park Avenue from 10th Street to 7th Street. The project will consist the resurfacing of the Alley on the south side of Park Avenue from 10th Street to 8th Street and the reconstruction of the Alley on the north side of Park Avenue from 10th Street to 9th Street and the Alley on the south side of Park Avenue from 8th Street to 7th Street. The rehabilitation shall also include new separation walls, landscaping in new islands, designated parking and lighting.

SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Surveying Services

- A. Locations and elevation from right-of-way to right-of-way
- B. Cross Sections at 50' intervals and visible high and low points
- C. Stake baseline and set site benchmarks
- D. As-built existing above ground utilities with locations and elevation.
- E. Set up and calculations of base file for engineering design
- F. Download and process electronic information for survey field equipment
- G. Draft improvements from field into engineering base file.

Engineering
Construction Engineering
& Inspection
Municipal Engineering
Transportation Planning
& Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture
& Environmental Services
Construction Services
Indoor Air Quality
Data Technologies
& Development
Emergency Management
Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

II. Professional Engineering Services

- A. Secure information about existing water and sewer system from Seacoast Utility Authority
- B. Provide design for rehabilitation of the Alleyway on the north side of Park Avenue from 10th Street to 9th Street and the Alleyway on the south side of Park Avenue from 10th Street to 7th Street. Rehabilitation design shall include complete pavement reconstruction for the section 10th Street to 9th Street on the north side and from 8th to 7th Street on the south side. This section from 10th Street to 8th Street on the south side shall be overlaid with new pavement. The design shall feature new curbs to direct stormwater runoff and provide for landscaped islands.
- C. Provide Town with bid documents including front-end documents supplied by the Town and Plans. Specifications shall be provided in the plan sets.

III. Landscape Architectural Design

- A. Review of all surveys for under and above ground utilities.
- B. Preparation of landscape design.
- C. Prepare Construction documents.
- D. Prepare Landscape design details and specifications.

IV. Electrical Engineering Services

- A. Contract the electric utility and determine the power characteristics and the point of service.
- B. Perform a field investigation of the existing conditions and adjacency conditions.
- C. Determine the site lighting and photometric requirements.
- D. Obtain the photometric file for the fixture that has been selected and develop the photometric plan and perform the calculations.
- E. Develop the site lighting plan and circuit the lights and design the control system.
- F. Perform a quality control review and sign and seal the drawings for permit.
- G. Address the City review comments and revise the drawings.
- H. Review and approve as-built drawings.

BASIS OF PROPOSAL

- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.

- Permit construction certification will include one partial and one final inspection.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.

Additional Fees

The following services are **NOT** included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g. architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.

- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Updated Boundary survey, site evaluation or closing assistance work, unless specified above.
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Calculations of off-site flood stages.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Review and approval of Contractor pay requests.
- Construction quality control inspections.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Re-review of rejected shop drawings.
- Special shop drawing annotation and modification to expedite shop drawing approval process.

Reimbursable Expenses

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, federal express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

Meeting Attendance

Due to the difficulties of predicting the number or duration of meetings, **no meetings (other than those listed above) are included in the Schedule of Fees shown below.** Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional Surveying Services	\$7,500.00
II	Professional Engineering Services	\$21,640.00
III	Landscape Architectural Services	\$0.00
IV	Electrical Engineering Services	\$5,250.00
TOTAL (Hourly not to exceed)		\$34,390.00

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications, and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to any acts, omissions or negligence of CLIENT or its consultants.
- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to any acts, omissions or negligence of Calvin Giordano & Associates, Inc.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc. pursuant to this Agreement.

- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies all original documents upon payment of all outstanding invoices, and expenses.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.

MISCELLANEOUS PROVISIONS

- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.
- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations,

representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.



John P. Downes, P.E.
Executive Vice President

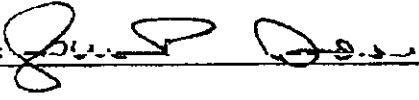
JP\srb

Attachment

Cost of these services are not to exceed \$34,390.00

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By:  Date: 2/12/07

Name: John P. Downes, P.E.
Title: Executive Vice President

Town of Lake Park

By: _____ Date: _____

Name: Maria Davis
Title: Town Manager



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	200.00	Executive Assistant	70.00
ENGINEERING		PLANNING	
Associate, Engineering (VI)	175.00	Associate, Planning	150.00
Director, Engineering (V)	150.00	Director of Planning	130.00
Project Manager (IV)	130.00	Planning Administrator	120.00
Resident Inspector	120.00	Assistant Director	110.00
Project Engineer (III)	120.00	Planner	90.00
Engineer (II)	100.00	Jr. Planner	75.00
Jr. Engineer (I)	85.00	EXPERT WITNESS	
Senior CADD Technician Manager	100.00	Principal/Associate	300.00
CADD Technician	80.00	Registered Engineer/Surveyor	250.00
Traffic Technician	75.00	Project Engineer	200.00
Permit Administrator	75.00	LANDSCAPE ARCHITECT	
Clerical	70.00	Associate, Landscape	150.00
DATA TECH DEVELOPMENT		Senior Landscape Architect	115.00
Associate, Data Tech Dev.	150.00	Environmental Administrator	110.00
GIS Coordinator	130.00	Landscape Architect	100.00
GIS Specialist	110.00	Environmental Specialist	90.00
Multi-Media 3D Developer	90.00	Landscape CADD Technician	80.00
GIS Technician	80.00	Environmental Assistant	70.00
Sr. Applications Developer		SURVEYING	
Private	160.00	Associate, Surveying	160.00
Public	160.00	Hydrographic Survey Crew	325.00
Applications Developer		G.P.S. Survey Crew	140.00
Private	120.00	Survey Crew	125.00
Public	120.00	Senior Registered Surveyor	130.00
Network Engineer	130.00	Survey Coordinator	85.00
CONSTRUCTION		CADD Technician	80.00
Associate, Construction	150.00	Submeter G.P.S	65.00
Construction Management Director	120.00	MICROBIAL/INDOOR AIR	
Senior Inspector	90.00	QUALITY SERVICES	
EMERGENCY MANAGEMENT		Sr. Environmental Scientist	100.00
Director	130.00	Environmental Scientist	85.00
Planner	90.00		
Jr. Planner	75.00		

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

TAB 4

**Town of Lake Park Town CRA
Agenda Request Form**

Meeting Date: February 21, 2007

Agenda Item No.

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SUBJECT: Request authorization to expend \$15,275 for professional engineering services for inspections and quality control for the construction phase of the Alleyway Project.

RECOMMENDED MOTION/ACTION: Move to approve

Approved by Town Manager

[Signature]

Date:

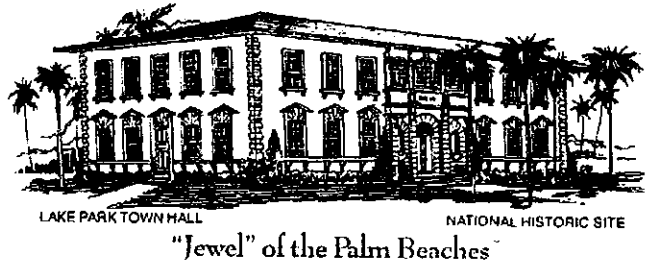
2/16/07

Name/Title	Date of Actual Submittal	
Originating Department: CRA Executive Director	Costs: \$15,275 Funding Source: CRA Funds Acct. #	
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	
Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.		

Summary Explanation/Background:

See Attached

*The Town of
Lake Park*
Office of the Town Manager



MEMORANDUM

To: Chair, Vice Chair and Members of the CRA Board

From: Maria V. Davis, CRA Executive Director

Date: February 16, 2007

**Subject: Request Authorization to Expend \$15,275 for Professional
Services for the Construction Phase of the Alleyway Project**

.....

To ensure proper inspections and monitoring of the construction phase of the Alleyway Project, I requested a proposal for professional services from Calvin, Giordano & Associates, Inc. I have reviewed the attached proposal and found it to be reasonable.

I request authorization to expend \$15,275 for construction phase professional services. There are adequate funds in the CRA budget to cover this needed expense.

Attachment



February 13, 2007

Ms. Maria Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

RE: Town of Lake Park Alleyways Construction Phase
CGA Proposal No. 06-2748.16

Dear Ms. Davis:

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Lake Park. CGA will provide construction phase services for the construction of the Rehabilitation of the Alleyway on the north side of Park Avenue from 10th Street to 9th Street and the Alleyway on the south side of Park Avenue from 10th Street to 7th Street. CGA shall provide a construction inspector to observe the non-structural construction including lighting and landscaping.

SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Services During Construction

- A. Assist client with design related questions.
- B. Review and approve shop drawings (one round only).
- C. Review and approve as-built drawings.
- D. Final certification and closeout.

II. Inspection Services During Construction

- A. Assist the contractor with interpretation of plans and review shop drawings for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents. Calvin, Giordano & Associates' assistance with interpretation of plans and review of shop drawings

Engineering
Construction Engineering
& Inspection
Municipal Engineering
Transportation Planning
& Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture
& Environmental Services
Construction Services
Indoor Air Quality
Data Technologies
& Development
Emergency Management
Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

shall not constitutes approval of safety precautions or construction means, methods, techniques, sequences or procedures.

- B. Provide inspections to determine in general if the construction is being performed in a manner indicating the construction when completed will be in accordance with the contract documents for the project and not to check the quality or quantity of construction.
- C. Certification of as-built drawings, prepared by the contractor's surveyor.

III. Electrical Engineering Services

- A. Perform shop drawing review and approve the contractor's submittal.
- B. Perform a final inspection including field adjustments.

BASIS OF PROPOSAL

- The proposal is based on an average of 2 hours per day for a period of 12 weeks of on site inspection services.
- Calvin, Giordano & Associates, Inc. is performing the engineering services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection .
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction

documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.

Additional Fees

The following services are **NOT** included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g. architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Updated Boundary survey, site evaluation or closing assistance work, unless specified above.
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Calculations of off-site flood stages.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Review and approval of Contractor pay requests.

- Construction quality control inspections.
 - Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
 - Re-review of rejected shop drawings.
-
- Special shop drawing annotation and modification to expedite shop drawing approval process.

Reimbursable Expenses

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, federal express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

Meeting Attendance

Due to the difficulties of predicting the number or duration of meetings, **no meetings are included in the Schedule of Fees shown below.** Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I.	Professional Engineering Services	\$13,520.00
II.	Landscape Architecture Services	\$805.00
III.	Electrical Engineering Services	\$950.00
TOTAL		\$15,275.00

TERMS OF THE AGREEMENT

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construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.

- CLIENT agrees to indemnify, hold harmless and, at Calvin Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to any acts, omissions or negligence of CLIENT or its consultants.
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is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

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- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.


A handwritten signature in black ink, appearing to read "John P. Downes", with a long horizontal flourish extending to the right.

John P. Downes, P.E.
Executive Vice President

JP\srb

Attachment

Cost of these services are \$15,275.00

ACCEPTANCE OF CONTRACT**Calvin, Giordano & Associates, Inc.**By:  Date: 2/13/07

Name: John P. Downes, P.E.

Title: Executive Vice President

TOWN OF LAKE PARK

By: _____ Date: _____

Name: Maria Davis

Title: Town Manager



PROFESSIONAL FEE SCHEDULE

Principal	200.00	Executive Assistant	70.00
ENGINEERING		PLANNING	
Associate, Engineering (VI)	175.00	Associate, Planning	150.00
Director, Engineering (V)	150.00	Director of Planning	130.00
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Resident Inspector	120.00	Assistant Director	110.00
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Associate, Data Tech Dev.	150.00	Environmental Administrator	110.00
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GIS Specialist	110.00	Environmental Specialist	90.00
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GIS Technician	80.00	Environmental Assistant	70.00
Sr. Applications Developer		SURVEYING	
Private	160.00	Associate, Surveying	160.00
Public	160.00	Hydrographic Survey Crew	325.00
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Network Engineer	130.00	Survey Coordinator	85.00
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Associate, Construction	150.00	Submeter G.P.S	65.00
Construction Management Director	120.00	MICROBIAL/INDOOR AIR	
Senior Inspector	90.00	QUALITY SERVICES	
EMERGENCY MANAGEMENT		Sr. Environmental Scientist	100.00
Director	130.00	Environmental Scientist	85.00
Planner	90.00		
Jr. Planner	75.00		

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.